



Oracle  
Charter  
School

Ehren Reynolds <ereynolds@oraclecharterschool.org>

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## Response to ORACLE CHARTER SCHOOL's Form 470 #866860001149430

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**ATT E-RATE 470 RESPONSE** <g14695@att.com>

Fri, Oct 11, 2013 at 7:00 AM

Reply-To: "MONTGOMERY, JEANNE" <jm197X@att.com>

To: "ereynolds@oraclecharterschool.org" <ereynolds@oraclecharterschool.org>



**For a proposal that fits your specific needs for either wireless or wireline services, contact Jeanne Montgomery, (847) 248-6564 / jm197x@att.com**

In connection with ORACLE CHARTER SCHOOL's Form 470 Bid #866860001149430, we're providing information on AT&T's expertise, experience, and solutions to demonstrate that we're a qualified E-Rate solutions provider that can help you meet your requirements.

### E-Rate and Education Experts

AT&T has participated in the E-Rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. For more information about AT&T and its participation in the E-Rate program, go to [www.att.com/erate](http://www.att.com/erate) and download the E-Rate brochure.

### Voice, Data, and Internet Solutions

Today's classrooms are becoming digital learning environments where teachers guide discovery and students get hands-on experience. AT&T can provide products and services like voice, data, and Internet access to support current technology requirements. For example, AT&T Ethernet Services offer the high bandwidth access needed for state-of-the-art teacher-student collaboration. You can reference the applicable AT&T wireline Service Provider Identification Numbers (SPINs) at the AT&T E-Rate website: [www.corp.att.com/erate/spins/](http://www.corp.att.com/erate/spins/). For further information on wireline solutions and costs, contact your AT&T sales representative Jeanne Montgomery at (847) 248-6564, [jm197x@att.com](mailto:jm197x@att.com).

### Wireless Solutions

AT&T can provide many wireless solutions that support your education goals. AT&T Mobility's SPIN for eligible wireless voice and data plans is 143025240.

Our applications give you messaging and collaboration from the premier provider of wireless email for mobile professionals. Here are just a couple of examples of how you can support your education initiatives with AT&T's

wireless Internet access and data plans:

- **Netbooks and Distance Learning**—Use wireless-enabled 4G netbooks and laptops to boost test scores and provide new learning opportunities for students. With these tools, you can extend the classroom via an online curriculum in a secure and CIPA-compliant environment.
- **Custom Smartphone Applications**—Easily automate special projects to cut truancy, report problems, and distribute emergency plans with AT&T Mobile Enterprise Platform (MEAP). MEAP supports nearly all popular smartphone operating systems.

Our 4G LTE network is the nation's fastest and most reliable. It has the largest international coverage of any U.S. wireless carrier and offers the most phones that work in the most countries. Coverage is available in most U.S. major metropolitan areas. Check the coverage in your area at [www.wireless.att.com/coverageviewer/](http://www.wireless.att.com/coverageviewer/).

## Examples of E-Rate Wireless Services Pricing

We offer a wide range of plans, including pooled, bundled, individual, data, DataConnect, and texting. To obtain pricing for your specific needs, please contact your AT&T sales representative Jeanne Montgomery at (847) 248-6564, [jm197x@att.com](mailto:jm197x@att.com).

Below is a sample of some of the many options we offer:

Rate Plan Name	Monthly Rate	Included Minutes	Night/Weekend Minutes
Government Bundle (Voice/Data/Text) 300	\$48.75	300	5000
Government Bundle (Voice/Data/Text) 600	\$61.43	600	Unlimited
Government Bundle (Voice/Data/Text) 1000	\$73.13	1000	Unlimited

The Government Bundle (Voice/Data/Text) plans above include

- Unlimited text messaging
- Unlimited smartphone enterprise data
- Wi-Fi access where available
- Unlimited mobile to mobile calling
- Overage charge of \$0.25/minute







## Important Information

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eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website [www.usac.org/sl](http://www.usac.org/sl). This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit [www.att.com/broadbandinfo](http://www.att.com/broadbandinfo). **End User Equipment**—Such as telephone handsets—is ineligible per Eligible Services List found on USAC website [www.usac.org/sl/applicants/step06/](http://www.usac.org/sl/applicants/step06/). Applicants are expected to provide cost allocation of ineligible components as part of their funding request, per cost allocation guidelines [www.universalservice.org/sl/applicants/step06/cost-allocation-guidelines-products-services.aspx](http://www.universalservice.org/sl/applicants/step06/cost-allocation-guidelines-products-services.aspx). If equipment is "free", the value may have to be deducted from the pre-discount cost of services per Free Services Advisory [www.universalservice.org/sl/applicants/step06/free-services-advisory.aspx](http://www.universalservice.org/sl/applicants/step06/free-services-advisory.aspx). Promotional credits may be subject to cost allocation on E-Rate funding requests per E-Rate Free Services Advisory [www.universalservice.org/sl/applicants/step06/free-services-advisory.aspx](http://www.universalservice.org/sl/applicants/step06/free-services-advisory.aspx). Cost allocations are the responsibility of the Applicants. Equipment availability and pricing is subject to change based on when plans are activated.

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## 6 attachments

-  **ATT69264.bin**  
21K
-  **ATT30217.bin**  
25K
-  **ATT67009.bin**  
26K
-  **ATT90407.bin**  
19K
-  **ATT82667.bin**  
22K
-  **ATT75585.bin**  
57K



Oracle  
Charter  
School

Ehren Reynolds <ereynolds@oraclecharterschool.org>

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## Response to ORACLE CHARTER SCHOOL's Form 470 #866860001149430

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**Ehren Reynolds** <ereynolds@oraclecharterschool.org>  
To: "MONTGOMERY, JEANNE" <jm197X@att.com>

Fri, Oct 11, 2013 at 8:16 AM

Jeanne,

Thank you for your interest in providing internet service to the school. We are seeking for the 2014-2015 school year the following.

5 telephone lines with long distance

Internet service at a rate between 50 Mbps - 100 Mbps down / 5 - 10 Mbps up.

Thank You

[Quoted text hidden]

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Ehren Reynolds  
Oracle Charter School  
Technology Coordinator  
ereynolds@oraclecharteschool.org  
716-362-3188 ext. 254



Oracle  
Charter  
School

Ehren Reynolds <ereynolds@oraclecharterschool.org>

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## ORACLE CHARTER SCHOOL E-Rate 470 #866860001149430

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**BOWLIN, JAMES** <jb1270@att.com>

Mon, Nov 4, 2013 at 8:20 AM

To: "ereynolds@oraclecharterschool.org" <ereynolds@oraclecharterschool.org>

ATTN: Ehren Reynolds

Good Day and Thank-you for the opportunity to respond to the 470 service request for Oracle Charter School. We have examined your 470 Request and I have included our initial proposal response below for Long Distance Service.

The attached documents include our proposal for Long Distance service based on the New York OGS Comprehensive Telecommunications Services agreement(CTS). These rates reflect the same discounted rates provided by AT&T via the CTS agreement in previous years. I have also included a copy of the AT&T Master Contract Order Form that can be used for ordering services as well as memorializing the decision for E-Rate purposes. Please look over these attached documents and contact me with your questions, Thank-you for your time and Thanks again for choosing AT&T as your service provider.

### Long Distance

Dan Bowlin  
Sales Management/Support, E-Rate  
AT&T Business Solutions  
Government Education-East  
Office: 205-969-4313

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#### 2 attachments



Oracle Charter School LD Proposal.doc  
229K



Oracle Charter School ATTSateMasterContractOrderForm-Rider - NY State.doc  
111K

November 04, 2013

## Proposal for AT&T Long Distance Service, NY CTS Presented to Oracle Charter School



In response Oracle Charter School's Form 470 bid # 866860001149430 I'm providing information on an AT&T solution that will meet your requirements and qualify for E-rate funding. AT&T Long Distance Service offered under the New York Comprehensive Telecommunications Services (NY CTS) agreement offers select AT&T products across a comprehensive portfolio of services. The NY CTS agreement provides volume pricing discounts for your communications services.

### AT&T New York CTS Features

**Volume pricing**—You'll receive competitive pricing for your Long Distance services as an incentive for maintaining a broad relationship with AT&T.

**E-rate**—AT&T's Service Provider Identification Number (SPIN) for AT&T Long Distance service is 143001192.

For more information about AT&T and the E-rate program, please go to <http://www.att.com/erate>.

### We're Glad We Can Help

In fact, the AT&T family of companies has been participating in the E-Rate program for schools and libraries since the program's inception. Education is important to AT&T, and we are committed to serving the technology needs of all eligible public and private K-12 schools.

### AT&T Advantages

**Reliability**—Our companies are some of the strongest, most dependable communication providers in the industry. We monitor our network to identify and correct service issues quickly.

### Contact

DAN BOWLIN, Sales Mgmt/Support  
3196 HIGHWAY 280 E  
BIRMINGHAM, AL 35243  
(205) 969-4313 / [jb1270@att.com](mailto:jb1270@att.com)

### Pricing Summary

Service	Switched			
	Per 1 <sup>st</sup> 6 second Increment Cost	Additional 6 Second Increment Cost	One-Time Installation	Monthly Recurring
<b>Schedule A- Switched to Switched</b>				
Intralata	\$0.0036	\$0.0036	N/C	N/C
Intrastate	\$0.0050	\$0.0050	N/C	N/C
Interstate	\$0.0034	\$0.0034	N/C	N/C

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## AT&T MASTER CONTRACT ORDER FORM

This agreement ("Agreement") is entered into between **Oracle Charter School** ("Customer") and **AT&T Corporation** ("Service Provider"). For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in **New York State Office of General Services – Contract 77107 – Comprehensive Telecommunications Services – OGS Contract # PS63306 – and Cost Tables** ("Master Contract"), including all tariff provisions ("Tariff") which may be set forth and/or incorporated by reference into such Master Contract.

Service Ordered by Customer:

### IDENTIFY REQUESTED SERVICE HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **12 months**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

**Requested Service Installation Date(s):** **July 1, 2014**

The Service Provider will use commercially reasonable efforts to install Service on or before the requested Service installation date(s), but makes no warranty, either expressed or implied, that Service will be installed on or before the requested Service Installation date(s).

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract and/or Tariff.

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program. Customer therefore further agrees to the terms and conditions set forth in the AT&T E-Rate Rider, attached hereto as Attachment "B".

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer and accepted by the Service Provider, and is subject to and controlled by the provisions of the Tariff, including any changes to the Tariff as may be made from time to time.

**Customer Name:**

**Accepted by [ COMPANY NAME ]:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### CONFIDENTIAL INFORMATION

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*

Version Dated 08.03.2011

Page 1 of 5



# AT&T MASTER CONTRACT ORDER FORM

## ATTACHMENT A

(Service Description)

### Long Distance Services

Schedule A - Switched to Switched

#### **CONFIDENTIAL INFORMATION**

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# AT&T MASTER CONTRACT ORDER FORM

## ATTACHMENT B E-rate Rider

### ATTACHMENT TO

#### **New York State Office of General Services – Contract 77107 – Comprehensive Telecommunications Services & OGS Contract # PS63306 – and Cost Tables (“Agreement”) FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES (“E-RATE”) FUNDING**

This Attachment (“Attachment”), entered into by **AT&T Communications, Inc. (“AT&T”)** and **Oracle Charter School (“Customer”)** and effective as of the date last signed below (“Effective Date”), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

### **TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES**

Customer may seek funding through the Federal Universal Service Fund program known as “E-Rate” for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division (“SLD”) of the Universal Service Fund Administrative Company (“USAC”) (Sometimes collectively or individually referred to herein as “USAC/SLD”). The Federal Communications Commission (“FCC”) has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer’s failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a “ComAd”) (other than as the result of AT&T’s failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney’s fees) arising out of the indemnifying Party’s violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

### **CONFIDENTIAL INFORMATION**

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Version Dated 08.03.2011

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## AT&T MASTER CONTRACT ORDER FORM

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

### Customer Must Choose A or B

#### A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.**

1. Scope: Customer desires that Services commence on or about July 1, 2014. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

#### B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

### CONFIDENTIAL INFORMATION

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Version Dated 08.03.2011

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## AT&T MASTER CONTRACT ORDER FORM

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

**FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.**

☐ THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>

SO AGREED by the Parties' respective authorized signatories:

<u>Oracle Charter School</u>	<u>AT&amp;T Long Distance ("AT&amp;T")</u>
Customer Signature:	AT&T Signature:
Print Name: <input type="text"/>	Print Name: <input type="text"/>
Title: <input type="text"/>	Title: <input type="text"/>
Date: <input type="text"/>	Date: <input type="text"/>

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